



STATE OF TENNESSEE  
DEPARTMENT OF FINANCE AND ADMINISTRATION

**REQUEST FOR PROPOSALS # 31701-03068  
AMENDMENT # 1  
FOR RESEARCH AND ADVISORY SERVICES**

**DATE: October 1, 2012**

**RFP # 31701-03068 IS AMENDED AS FOLLOWS:**

- 1. This RFP Schedule of Events updates and confirms scheduled RFP dates.**

EVENT	TIME	DATE	UPDATED / CONFIRMED
1 State Issues RFP		September 6, 2012	Confirmed
2 Disability Accommodation Request Deadline	2:00 p.m.	September 11, 2012	Confirmed
3 Pre-proposal Conference	10:00 a.m.	September 13, 2012	Confirmed
4 Notice of Intent to Propose Deadline	2:00 p.m.	September 14, 2012	Confirmed
5 Written Comments Deadline	2:00 p.m.	September 19, 2012	Confirmed
6 State Responds to Written Comments		October 1, 2012	Confirmed
7 Proposal Deadline	2:00 p.m.	October 10, 2012	Confirmed
8 State Completes Technical Proposal Evaluations		October 17, 2012	Confirmed
9 State Opens Cost Proposals & Calculates Scores	2:00 p.m.	October 18, 2012	Confirmed
10 State Issues Evaluation Notice & Opens RFP Files for Public Inspection	2:00 p.m.	October 22, 2012	Confirmed
11 Contract Signing		November 1, 2012	Confirmed
12 Contract Signature Deadline		November 8, 2012	Confirmed
13 Contract Start Date		December 1, 2012	Confirmed

- 2. State responses to questions and comments in the table below amend and clarify this RFP.**

Any restatement of RFP text in the Question/Comment column shall NOT be construed as a change in the actual wording of the RFP document.

QUESTION / COMMENT	STATE RESPONSE
1 The contract asks for a price for 60 months.	The State will sign the Contract for a Contract term

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<p>Will the State of Tennessee be signing a 60 month term on the contract, or will it sign a new term annually?</p>	<p>of five (5) years, beginning December 1, 2012 and ending November 30, 2017.</p> <p>See RFP Attachment 6.6 <i>pro forma</i> Contract Section B.</p>
<p>2 Under A.9, the RFP asks for “ad hoc” or other products that the vendor offers that might bring additional value to the State of Tennessee. Should a pricing table be included for those products, along with a description of those products? If so, where should we put the pricing table? Should it be included in the pricing portion of the response?</p>	<p>For evaluation purposes, RFP Attachment 6.2, Section C, Item Ref. C.7., asks the Proposer to “Describe generally the types of research and advisory service products, topics, and events that would be available to the State for ad hoc purchase in accordance with <i>Pro Forma</i> Contract Section A.9.” A Proposer should <b>not</b> include the publically available prices (list prices) associated with these items, in the Technical or Cost Proposals. <u>A Proposer must complete the Cost Proposal exactly as presented.</u></p> <p>The Contractor will provide a list of available items <u>and</u> list prices for the items described in RFP Attachment 6.6 <i>pro forma</i> Contract Section A.9. upon the State’s request after Contract award. See the revised RFP Attachment 6.6 <i>pro forma</i> Contract Section A.9 in Item 3 below.</p> <p>The State will purchase these items at the Contractor’s publically available prices (list prices) minus the applicable Percentage Discount. The Contractor must include proof of the list price, along with the discounted price, at the time the State is invoiced for the item. See RFP Attachment 6.6 <i>pro forma</i> Contract Sections C.3.b.i.(3). And C.3.b.i.(4).</p>
<p>3 Under A.9, there may be products that fall under “Research and Advisory Services” terminology (per the definition in this RFP) and other products that fall under the “Consulting” product line. As such, please confirm that the pricing parameters as set forth in the pricing table would apply consistently for these additional products.</p>	<p>All hourly rate consulting services provided under the Contract will be paid using the Consulting Services Hourly Rates in RFP Attachment 6.6 <i>pro forma</i> Contract Section C.3.b.ii.</p> <p>All other items available under the Contract will be paid at the Contractor’s publically available prices (list prices) minus the applicable Percentage Discount. See RFP Attachment 6.6 <i>pro forma</i> Contract Sections C.3.b.i.(3). And C.3.b.i.(4).</p>
<p>4 Would it be useful, and would the State of Tennessee like to see a list of Government Research Agenda and other pertinent Government information that has been written in the last 12 months from each vendor? If so, where would you like the vendors to put that information?</p>	<p>The required/requested Proposal responses are specified in RFP Attachment 6.2 Section A, Section B, and Section C.</p> <p>The information that the vendor is asking about appears to relate to Items in RFP Attachment 6.2 Section C, in particular Item Ref. C.1, which requests an overview-level narrative for the requirements in RFP Attachment 6.6 <i>pro forma</i> Contract Sections A.3, A.4., and A.5.</p> <p>A Proposer can include any information that the Proposer deems necessary to fully respond to the Items in RFP Attachment 6.2 Section C, with the</p>

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	<p>exception of cost.</p> <p>In addition, RFP Attachment 6.2 Section C, Item Ref. C.8 provides the State with temporary membership keys, which will allow the evaluators real time access to a Proposer's research materials for evaluation.</p>
<p>5 Will all "Research Members" that receive distributed information be State employees and not contracted workers?</p>	<p>Research Team Members that receive Research Documents may be individuals contracted by the State, working on the Research Event for which the Research Documents are required.</p> <p>See the revised RFP Attachment 6.6 <i>pro forma</i> Contract Section E.13.a.iii. in Item 5 below.</p>
<p>6 On page 40, under A.5.a, the RFP asks for information for a Target Audience of "technical engineers". Can you please clarify the intent here?</p>	<p>Many research documents and analysts cover technology-related disciplines on a high-level and are geared more towards Information Technology (IT) management. In addition to this high-level research, the State is requesting in-depth technical research and advice geared toward IT technical staff to assist with identifying the appropriate technologies, solutions, and implementation for the State's IT environment.</p>
<p>7 Please define an "Onsite Briefing".</p>	<p>See the revised RFP Attachment 6.6 <i>pro forma</i> Contract Section A.11 in Item 4 below.</p>
<p>8 Would you like the Vendor to list the total number of analysts that will be available to the State of Tennessee under all categories of recommended products?</p>	<p>The required/requested Proposal responses are specified in RFP Attachment 6.2 Section A, Section B, and Section C.</p> <p>The information that the vendor is asking about appears to relate to Items in RFP Attachment 6.2 Section C, in particular Item Ref. C.1, which requests an overview-level narrative for the requirements in RFP Attachment 6.6 <i>pro forma</i> Contract Sections A.3, A.4., and A.5.</p> <p>A Proposer can include any information that the Proposer deems necessary to fully respond to the Items in RFP Attachment 6.2 Section C, with the exception of cost.</p>
<p>9 Under 6.7, Technical Response description, the State of Tennessee asks for the number of Analysts available for each topic. Would the State of Tennessee also like to see the number of documents and toolkits available for each topic? If so, where would the State of Tennessee like the vendors to list this information?</p>	<p>See the response to Question #8 above.</p>
<p>10 Would the State of Tennessee like to know the total number of analysts currently employed by the Vendor and the average tenure of those analysts? If so, where would</p>	<p>See the response to Question #8 above.</p>

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you like the vendors to add this information?	
<p>11 Does the State of Tennessee want the Vendors to have expertise and experience to help write, review, and evaluate RFP's for hardware, software, and solutions? If so, where would you like the vendors to add this information?</p>	<p>RFP Attachment 6.6 <i>pro forma</i> Contract Sections A.3.a. includes the IT Topic, Commercial Software Licensing &amp; Contract Management (A.3.a. xviii). This requirement includes negotiation of hardware/software agreements and review of Procurements (RFPs, ITBs, Contracts) and provision of feedback. See RFP Attachment 6.6 <i>pro forma</i> Contract Attachment C, Ref # xviii.</p> <p>RFP Attachment 6.2 Section C, Item Ref. C.2 requests the Proposer provide in detail how the Proposer's offering meets the requirements for each IT Topic in RFP Attachment 6.6 <i>pro forma</i> Contract Sections A.3.a.</p>
<p>12 Does the State of Tennessee want the Vendor to have the ability and expertise to review contracts, both new and existing, to ensure the state is getting the best hardware, services, terms and conditions for the price? If so, where would you like the vendors to add this information?</p>	<p>See the response to Question #11 above.</p>
<p>13 Contract Section A.7 and A.8: Will the State consider a fixed fee arrangement for consulting services instead of an hourly time approach, where the vendor agrees to deliver an agreed to scope of services for a firm fixed fee? In such cases, vendor can still provide rate information and level of effort estimates to indicate how the fixed fee was derived. But in this model, the vendor assumes the financial risk associated with delivering the services for the agreed to scope of work.</p>	<p>The State will not pay a fixed price for services whose specific requirements are not defined in a contract at the time of award. In this Contract, Consulting services engagements are provided under a Statement of Work (SOW) that contains the specific requirements and the SOW is not provided until the services are requested. Therefore, State must use hourly rates for consulting services engagements in order to evaluate the consulting services costs during the RFP process and the evaluated hourly rates from the awarded Contractor must be used for consulting services engagements provided under the Contract.</p> <p>In this Contract, the Contractor will be required to provide a maximum consulting services cost per consulting services engagement; this cost must be a "not to exceed" cost, calculated using the required number of hours at the associated Consulting Services Hourly Rates in the Contract. The State will not pay more than this "not to exceed" maximum consulting services cost for the consulting services engagement, and thereby, the Contractor assumes the financial risk as with the fixed price model requested by the vendor in this Question # 13.</p> <p>The Contractor will be required to provide proof of the hours worked at the Consulting Services Hourly Rates in the Contract for the Consulting Services engagement. The Contractor will <u>only</u> receive the</p>

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	<p>maximum consulting services cost for the Consulting Services engagement if the cost calculated using the actual number of hours worked and the associated Consulting Services Hourly Rates equals or exceeds the maximum consulting services cost; otherwise the State will pay the lesser calculated cost.</p> <p>See RFP Attachment 6.6 <i>pro forma</i> Contract Sections A.7.b.iv., A.7.b.v., and C.5.a.(11).</p>
<p>14 Contract Section C3: Will the State consider increasing the initial limit on consulting services to \$5,000,000 over the life of the contract. Our past experience has been that lower limits as is currently written in the RFP have precluded the use of our services even when certain departments or agencies have funds available to spend for those services.</p>	<p>Based on consulting services usage in the previous contract, the State raised the consulting services limit to \$1,000,000 in this Contract. The State will not consider raising the limit any higher.</p>

3. Delete RFP Attachment 6.6 *pro forma* Contract Section A.9. in its entirety and insert the following in its place (any sentence or paragraph comprised by revised or new text is highlighted in yellow):

A.9. Other Research and Advisory Services.

The Contractor shall provide the State with the capability to make ad hoc purchases of all other available Contractor Research and Advisory Services **not** included in the purchased memberships or considered consulting services engagements. Such items may include conference or seminar attendance; individual research reports; recorded presentations (slideshows, video, audio, or webinars); or on-site analyst sessions. The Contractor will provide a listing of these items, with the associated prices, upon the State's request, at any time during the term of the Contract. The Contractor shall provide all other available Contractor Research and Advisory Services to the State in accordance with Contract Section C.3.b.

4. Delete RFP Attachment 6.6 *pro forma* Contract Section A.11. in its entirety and insert the following in its place (any sentence or paragraph comprised by revised or new text is highlighted in yellow):

A.11. On-site Briefing.

The Contractor shall provide one (1) on-site briefing annually to the State for every one (1) multi-user (team or workgroup) membership (with analyst inquiry or with no analyst inquiry) and/or every four (4) single user memberships (with analyst inquiry or with no analyst inquiry) purchased. An on-site briefing is comprised of one or more presentations made to State Information Technology personnel, typically management level. The State, in discussion with the Contractor, will select the technology and/or management issue to be addressed for the briefings. All presentation(s) for one (1) on-site briefing will likely occur on the same business day, but may span two (2) consecutive business days. These presentations will typically be made in Nashville, but may occur at other Tennessee locations, such as Tennessee State Parks. No additional fees shall be paid to the Contractor for the briefing.

5. Delete RFP Attachment 6.6 *pro forma* Contract Section E.13. in its entirety and insert the following in its place (any sentence or paragraph comprised by revised or new text is highlighted in yellow):

E.13. Use of Research and Advisory Services.

- a. Definitions. In the following provisions defining the allowable use of research and advisory services, the terminology employed shall have the following meanings:
- i. “Research Event.” An instance in which a Named User accesses and/or downloads Research Documents for the State’s business purposes and the State then makes use of the Research Documents to derive conclusions relevant to the event.
  - ii. “Research Team.” A collection of one or more Research Team Members assigned to work on a Research Event.
  - iii. “Research Team Member.” An individual assigned to a Research Team. This individual may work for **or be contracted by** the Department of Finance and Administration, Office for Information Resources (F&A/OIR), or may work **or be contracted by** for an entity listed in Contract Attachment B. The entities named in Contract Attachment B are not fixed and may change from time to time; however, regardless of these changes, such entities shall always remain within State government. Contract Attachment B does not, and will not, include the Tennessee Board of Regents and The University of Tennessee. A Research Team Member may or may not be a Named User.
  - iv. “OIR-Managed Research Event.” Refers to Research Event that is directly managed by F&A/OIR.
  - v. “Non-OIR-Managed Research Event.” Refers to a Research Event that is not managed by F&A/OIR.
  - vi. “Chain of Command.” Management personnel within State government that are hierarchically above, and/or that have authority over, a Research Team.
- b. Authorized State Use.
- i. OIR-Managed Research Event. For an OIR-Managed Research Event, a Named User may, for the State’s own business purposes and at no additional cost, distribute copies of Research Documents, in electronic or other formats, to the Research Team, the Research Team Members, and/or the Chain of Command associated with the event. Such distribution shall be limited only to those individuals with a job-related “need to know” and shall be for defined State business purposes, such as the research of IT trends, IT-related business issues, products and /or best practices.
  - ii. Non-OIR-Managed Research Event. For a Non-OIR-Managed Research Event, a Named User may, for the State’s own business purposes and at no additional cost, distribute one (1) copy of Research Documents, in print form, to a State-designated Research Team Member. This Research Team Member may circulate this same copy of the Research Document to other Research Team Members and/or the Chain of Command associated with the event. Such circulation shall be limited only to those individuals with a job-related “need to know” and shall be for defined State business purposes, such as the research of IT trends, IT-related business issues, products and /or best practices.
  - iii. The State may make limited copies and/or excerpts from individual Research Documents for internal presentations or reports associated with OIR-Managed or Non-OIR-Managed Research Events, provided the excerpt is within the limits of "fair use" under applicable copyright law.

- c. Restrictions on State Use. The State may not reproduce or distribute Research Documents, to individuals not authorized as recipients under the terms of Contract Section E.13.b, either by electronic means or otherwise without the Contractor's prior written permission. Research documents, in and of themselves, are not Work Products as defined in Contract Section E.7, and are governed by the intellectual property provisions of E.7.a. This E.13.c provision does not apply to any disclosure authorized by this Contract or required by State or Federal law.

6. **Delete RFP Attachment 6.6 *pro forma* Contract Section C.5. in its entirety and insert the following in its place (any sentence or paragraph comprised by revised or new text is highlighted in yellow):**

- C.5. Invoice Requirements. The Contractor shall invoice the State only for completed increments of service and for the amount stipulated in section C.3, above, and present said invoices no more often than monthly, with all necessary supporting documentation, to:

**Mitzi Hale**

Tennessee Department of Finance and Administration  
312 Rosa L. Parks Ave, 17<sup>th</sup> Floor  
Nashville, TN 37243

- a. Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).
- (1) Invoice Number (assigned by the Contractor)
  - (2) Invoice Date
  - (3) Contract Number (assigned by the State)
  - (4) Customer Account Name: Department of Finance and Administration, Office for Information Resources (OIR)
  - (5) Customer Account Number (assigned by the Contractor to the above-referenced Customer)
  - (6) Contractor Name
  - (7) Contractor Tennessee Edison Registration ID Number Referenced in Preamble of this Contract
  - (8) Contractor Contact for Invoice Questions (name, phone, and/or fax)
  - (9) Contractor Remittance Address
  - (10) Description of Delivered Service
  - (11) Complete Itemization of Charges, which shall detail the following:
    - i. Service or Milestone Description (**name & consultant role required for Consulting Services Engagements**) of each service invoiced
    - ii. Number of Completed Units, Increments, Hours (**required per consultant role for Consulting Services Engagements**), or Days as applicable, of each service invoiced
    - iii. Applicable Payment Rate (as stipulated in Section C.3.) of each service invoiced
    - iv. Amount Due by Service
    - v. Total Amount Due for the invoice period
- b. The Contractor understands and agrees that an invoice under this Contract shall:
- (1) include only charges for service described in Contract Section A and in accordance with payment terms and conditions set forth in Contract Section C;
  - (2) only be submitted for completed service and shall not include any charge for future work;
  - (3) not include sales tax or shipping charges; and

- (4) initiate the timeframe for payment (and any discounts) only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.

**7. Delete RFP Attachment 6.6 *pro forma* Contract Section E.2. in its entirety and insert the following in its place (any sentence or paragraph comprised by revised or new text is highlighted in yellow):**

- E.2. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by EMAIL or facsimile transmission with recipient confirmation. Any such communications, regardless of method of transmission, shall be addressed to the respective party at the appropriate mailing address, facsimile number, or EMAIL address as set forth below or to that of such other party or address, as may be hereafter specified by written notice.

The State:

Mitzi Hale, Procurement and Contract Management  
Tennessee Department of Finance and Administration  
312 Rosa L. Parks Ave, 17<sup>th</sup> Floor  
Nashville, TN 37243  
[Mitzi.Hale@tn.gov](mailto:Mitzi.Hale@tn.gov)  
Telephone # 615-741-3735  
FAX # 615-741-6164

The Contractor:

Contractor Contact Name & Title  
Contractor Name  
Address  
Email Address  
Telephone # Number  
FAX # Number

All instructions, notices, consents, demands, or other communications shall be considered effectively given upon receipt or recipient confirmation as may be required.